

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
U.S. DEPARTMENT OF AGRICULTURE
AND THE
DEPARTMENT OF THE INTERIOR
CONCERNING
COLLABORATIVE PROGRAMS**

1. PURPOSE

This Memorandum of Understanding (MOU) establishes the organizational structures and mechanisms for cooperation between the U.S. Department of Agriculture, Foreign Agricultural Services (FAS) and the Department of the Interior U.S. Geological Survey (USGS), for the purpose of facilitating cooperative activities in research and operational program support and technology development.

This MOU is intended to facilitate cooperative efforts for mutual provision of services and support, and technical assistance by both departments in the conduct of science and technology research, development, transfer, utilization, and commercialization programs and activities. This MOU does not supersede or void existing MOUs or agreements between the USGS and the FAS.

2. AUTHORITY

The authority of the USGS to enter into this MOU include:

- a. The USGS Organic Act of March 3, 1879, as amended (43 U.S.C. 31 et seq.).
- b. Public Law 102-555, "Land Remote Sensing Policy Act of 1992" and Section 31 U.S.C. 1535, the Economy Act of 1932, as amended.
- c. Public Law 99-591, which bestows permanent authority to the USGS to "prosecute projects in cooperation with other agencies, Federal, State, and private" (43 U.S.C. 36c).
- d. The Economy Act of 1932, as amended (31 U.S.C. 1535).
- e. The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. 512).
- f. Coordination of Geographic Information and Related Spatial Data Activities, Circular No. A-16, Office of Management and Budget, August 2002.

The FAS enters into this MOU pursuant to section 1405 of the National Agriculture Research, Extension and Teaching Policy act of 1977, as amended (7 USC 3121) and Section 503 of the Agricultural Trade Act of 1978 as amended (7 U.S.C. 5693) and section 503 of the Agricultural Trade Act of 1978, as amended (7 U.S.C. 5693).

3. BACKGROUND

The FAS and the USGS share common interests in natural resource monitoring and application development. Both organizations have mission responsibility for conducting environmental

research and technology development. Increased benefit will accrue from the expenditure of funds appropriated for such development if the FAS and the USGS cooperatively engage in long-range environmental and technology plans and development efforts.

4. SCOPE

This MOU sets forth the general terms and conditions under which the FAS and the USGS will coordinate and cooperate in implementing cooperative development activities. These activities may be conducted at either agency's facilities or jointly where co-location of staff benefits both agencies. The cooperative activities covered by this MOU will include specific activities agreed to be of mutual interest within, but not limited to, the following areas:

Application themes

- Land characterization and land use dynamics studies
- Long- and short-term climate and associated agricultural change
- Hydrologic science
- Agricultural program support
- Natural resources monitoring
- Environmental hazards assessment and monitoring
- Agricultural monitoring and drought research
- Famine early warning monitoring and application development
- Agricultural disaster assessment and monitoring
- Ecological research
- Biological agricultural security
- Global food security assessment and monitoring
- Decision support and science policy studies
- Integrated science studies

Technology themes

- Remote sensing and monitoring technology
- Data management and information system development and information delivery
- Commercial data purchases

5. RESPONSIBILITIES

This MOU provides for the use of facilities and personnel, and for cooperative projects. Any activities under the MOU shall comply with the laws, regulations, and orders pertaining to the respective departments and agencies.

The USGS agrees to:

- Support FAS science and technology research, development, transfer, utilization, and commercialization efforts as agreed upon by providing technical expertise for performance, planning, review, or consultation in areas of mutual interest, subject to program priorities and budget constraints.

The FAS agrees to:

- Support selected USGS technology research and development as agreed upon by providing technical expertise for performance, planning review or consultation in areas of mutual interest, subject to program priorities and budget constraints.

USGS and FAS agree to:

- Support the exchange of technical information – through databases, information systems, clearinghouses, conferences and other means – on research, development, demonstration, and technology transfer opportunities.
- Encourage through education and outreach, in partnership with both public and private organizations, the public awareness and access to space-based advances in agricultural and natural resources sciences.
- Provide effective and efficient information delivery to the agriculture community.

6. FAS/USGS FORUM FOR APPLICATION AND TECHNOLOGY COORDINATION

The FAS and the USGS will establish a joint FAS/USGS Forum to provide leadership and program oversight of the cooperative activities conducted under this MOU.

The Forum will be chaired jointly by the Under Secretary, FAS and the Director, USGS. The co-chairs will determine membership and staff support.

The Forum will meet at least annually.

The Forum will establish, as it deems necessary, working groups to undertake studies of interagency issues, and make recommendations within its areas of responsibility. These activities include the areas of broad common interest to both agencies covered by the scope of this MOU. When establishing these working groups, the FAS and the USGS will comply with the Federal Advisory Committee Act to the extent it applies.

7. COLLABORATIVE ENDEAVORS

As appropriate, implementation of joint projects agreed to by the agencies under this MOU will be outlined in separate agreements, which will be coordinated through mutual agreement and independently authorized by appropriate statutory or other authority. Each agreement shall be signed by the Under Secretary, FAS, and the Director, USGS or their designated representatives and shall be made attachments to this MOU. An agreement may include parties other than the FAS and the USGS. Each agreement shall define the specific interagency relationships and responsibilities with regard to the cooperative activities covered under the scope of this MOU, and shall include, at a minimum, the following:

- (1) Description of product(s) or service(s) to be supplied, including goals and objectives;
- (2) Assignment of responsibilities to each agency;
- (3) Description of financial arrangements;
- (4) Production and/or delivery schedules;
- (5) Duration of the plan/project; and
- (6) Programmatic and/or technical points of contact.

Further, each agreement shall stipulate formal annual exchange of programmatic requirements, funding arrangements and budgetary estimates, performance status, and other related information that ensures proper interagency coordination.

8. FINANCIAL ARRANGEMENTS

This MOU defines the general terms upon which the USGS and the FAS will cooperate. Performance under the terms of this MOU is subject to the availability of funds, applicable appropriations law, and personnel resources through each Agency's respective funding procedures. This MOU is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the USGS and the FAS will be handled in accordance with applicable laws, regulations, and procedures and shall be independently authorized by appropriate statutory authority.

9. EFFECTIVE DATE, PERIODIC REVIEW, MODIFICATION, AND TERMINATION

This MOU shall take effect upon the date of the last signature. The FAS and the USGS will conduct a formal review of this MOU at least every 5 years. Supporting Cooperative Agreements will be reviewed on a yearly basis, or sooner, as circumstances warrant. This MOU may be modified at any time upon joint approval. This MOU may be terminated at any time by mutual written agreement of the agencies, or by either agency upon 180 days written notice to the other agency.

10. APPROVALS

Signature on File

J.B. Penn
Under Secretary for Foreign
Agricultural Services

3/11/2004

Date

Signature on File

Charles G. Groat
Director, U.S. Geological Survey

2/13/04

Date